

# **Mattress** LIMITED WARRANTY & CARE INSTRUCTIONS

Thank you for your recent purchase of an Atmos™ sleep system manufactured by Sherwood Bedding. Your mattress and matching

foundation have been engineered to provide one of the finest sleep systems available.

### **CARE INSTRUCTIONS**

The following care instructions can help preserve your warranty rights:

- King and Queen mattress sets must be supported by an appropriate frame having:
  - (i) a rigid center bridge bar with a center leg supporting it directly to the floor, and
  - (ii) at least 5 legs or 5 equally spaced hardwood cross-slats.
- When moving, carton your mattress and transport it on its side.
- Do not remove the law tag or label containing the model name.
- Do not bend, stand or jump on the mattress.
- Do not use cleaning fluids on the product.
- Do not smoke in bed or expose the mattress to open flame or fire\*.

### HOW LONG IS THE WARRANTY PERIOD?

The Warranty Period commences on the date of purchase shown on your sales receipt and carries a 10 Year Non-Prorated Warranty.

### WHAT IS COVERED BY THIS WARRANTY?

If a defect occurs during the Warranty Period. Atmos™ (manufactured by Sherwood Bedding) shall, at its discretion, repair or replace your mattress or foundation after a complete inspection and determination that the damage is a result of a manufacturing defect during normal use. Transportation costs of the product to and from the store or factory, as applicable, are not covered by this Limited Warranty and are the responsibility of the purchaser. If the identical product is not available, the manufacturer may substitute a product of comparable value. In the event of repair or replacement, the Warranty Period shall continue from your original purchase date.

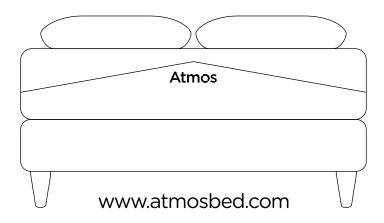
### HOW TO MAKE A WARRANTY CLAIM

If you discover a defect in your mattress or foundation, please contact Mattress Firm's Customer Service Center by calling 1888-712-8667. A copy of the original bill of sale is needed to determine the original

date of purchase and the Purchase Price. The label containing the model name and the law label must be attached to identify the bedding and validate this Limited Warranty. You must be the original purchaser of the product for this Limited Warranty to be valid.

### WHAT IS NOT COVERED BY THIS WARRANTY?

- Any electrical and mechanical components are warranted directly by the manufacturer(s) of said components (please refer to the Atmos™ User Manual for further detail).
- Claims made by anyone other than the original purchaser of the
- Claims made outside the United States.
- Structural damage from using an improper bed frame (see Care Instructions).
- Structural damage from not using the mattress in conjunction with a matching foundation or equivalent (see 1633 law label affixed to mattress for matching foundation(s)).
- Burned, stained or soiled fabric, even if the product is defective.
- Damage due to abuse such as bending, or standing or jumping on the mattress.
- Comfort or firmness preference of the product.
- Sheet fit.
- Mattress fabric.
- Sagging or body impressions less than 3/4". Sagging or body impressions less than the amounts indicated are caused by the natural compression and settling of quality upholstery materials and are not considered a manufacturing defect. They are an indication that the upholstery layers are conforming to your body's individual contours.
- Floor models, bedding sold "As-Is", or bedding purchased from second hand parties, non-retail establishments or received as a promotional item.
- Replacement of a non-defective piece in the sleep set because the matching piece is defective.
- Corner guards.
- Transportation costs of the product to and from the store or factory, as applicable.



ANY AND ALL IMPLIED WARRANTIES ON THIS PRODUCT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXCEED IN DURATION THE TERM OF THIS LIMITED WARRANTY. THE SERVICE TERMS STATED IN THIS LIMITED WARRANTY SHALL BE THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF PRODUCT FAILURE DURING THE WARRANTY PERIOD.
SHERWOOD SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS PRODUCT OR INABILITY TO USE THIS PRODUCT, OR FOR THE BREACH OF THIS OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

This Limited Warranty is valid only in the United States and gives you specific legal rights that

Your product meets the requirements of the Federal Flammability Standard, 16 CFR 1633, when your mattress is used alone or with one of the foundations specified on the 1633 law label affixed to your mattress. Although your product meets federal flammability standards, its flame resistance may be impaired if any of the following occur: a non-matching mattress and foundation are used together; the outer cover of the mattress or foundation is damaged, torn or punctured; or mattress handles are torn from the side of the mattress



# Power base 1 YEAR, 3 YEAR AND 20 YEAR LIMITED WARRANTY

In this warranty: "Adjustable base" and "Power base" means the adjustable base foundation sold by L&P to the dealer. The "adjustable base" does not include the mattress. "L&P" means Leggett & Platt, Incorporated. "Purchaser" and "You" both mean the consumer who is the original purchaser of this adjustable base made by L&P. This warranty is not transferable. "Warranty Commencement Date" means either (i) the date You purchased a new and unused L&P adjustable base or (ii) the date of manufacture of this adjustable base if You purchased an L&P adjustable base that has been used as floor or display model. L&P warrants this adjustable base to You on the terms and over the reducing periods of time set out below. All warranty claims require notice from You to be given to L&P in the manner set out below, and to be received by L&P inside the applicable warranty time period.

### **1ST YEAR FULL WARRANTY**

For the first year from the Warranty Commencement Date, your adjustable base is warranted against non-excluded defects in L&P's workmanship or materials. During the first year from the Warranty Commencement Date, L&P will repair or replace (at no cost to You) any defective adjustable base part, and L&P will pay all authorized labor and transportation costs associated with the repair or replacement of any parts found to be defective.

### 2ND & 3RD YEAR LIMITED WARRANTY

During the second and third year from the Warranty Commencement Date, L&P will replace any adjustable base part found to be defective and not excluded by this warranty. You are responsible to pay all service and transportation costs related to the costs of receiving and installation of the new part.

# 4TH YEAR TO END OF 20TH YEAR LIMITED WARRANTY

Starting in the fourth year from the Warranty Commencement Date and through to the end of the 20th year from the Warranty Commencement Date, L&P will replace steel and mechanical base parts found to be defective and not excluded by this warranty. This warranty does not cover any electronics, electrical components, drive motors or massage motors. You are responsible to pay all service and transportation costs related to receiving and installation of the new part and a portion of the cost of the replacement steel and mechanical part, based on the number of months that the base has been owned by you since the fourth anniversary of the Warranty Commencement Date. By the end of the 20th year, no portion of the replacement cost is covered by L&P. You will be required to pay 1/17th of the then current replacement cost of the part multiplied by the number of years past the third year from the Warranty Commencement Date. This portion is calculated using the following formula: Cost of the part divided by 17 [being the number of years in years 4 to 20 inclusive], multiplied by the number of years you have owned the base since the end of the first 3 years. For example, if you make a claim for a part eligible for this warranty in the 5th year since the Warranty Commencement Date, you would be responsible for paying: \$100 part cost divided by 17, multiplied by 2 = \$11.76.

### ADDITIONAL TERMS AND CONDITIONS

This warranty requires notice to be given to L&P of any claim for repairs or replacement parts.

### **EXCLUSIONS:**

This warranty does not apply; (a) to any damage caused by You; (b) if there has been any repair or replacement of adjustable base parts by an unauthorized person; (c) if the adjustable base has been mishandled (whether in transit or by other means), subjected to physical or electrical abuse or misuse, or otherwise operated in any manner inconsistent with the operation and maintenance procedures outlined in the Owner's Manual and this warranty; (d) to damage to mattresses, fabric, cables, electrical cords or items supplied by dealers (contact the dealer for warranty information on these items); (e) if there has been any modification of the adjustable base without prior written consent by L&P or (f) to costs for unnecessary service calls, including costs for in-home service calls solely for the purpose of educating You about the adjustable base or finding a satisfactory power connection.

This warranty will be void if either the recommended weight restriction is not followed (refer to the advisory section of the Owner's Manual) or You sell or give or transfer the base to another person.

Any repairs to or replacement to Your adjustable base or its components under the terms of this limited warranty does not extend the applicable warranty from the Warranty Commencement Date. This time limitation may not apply in some jurisdictions, including the Province of Quebec.

The decision to repair or to replace defective parts under this warranty shall be made, or cause to be made, by L&P at its option and in its sole discretion.

Repair or replacement shall be the sole remedy of the Purchaser. There shall be no liability on the part of L&P for any special, indirect, incidental, or consequential damages or for any other damage, claim, or loss not expressly covered by the terms of this warranty.

This limited warranty does not include reimbursement for inconvenience, removal, installation, setup time, loss of use, shipping, or any other costs or expenses. L&P and its service technicians will not be responsible for moving furniture or any other items not attached to the adjustable base in order to perform service on the adjustable base.

It is the sole responsibility of You to provide adequate space and accessibility to the adjustable base. In the event that the technician is unable to perform service due to lack of accessibility, the service call will be billed to You and the service will have to be rescheduled.

L&P makes no other warranty whatever, express or implied, and all implied warranties of merchantability and fitness for a particular purpose are disclaimed by L&P and excluded from this agreement.

Some American States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

This warranty gives You specific legal rights, and the You may also have other rights, which may vary from jurisdiction to jurisdiction. This warranty is valid in all 50 American States, the District of Columbia, Puerto Rico, and the 10 Provinces and 3 Territories of Canada.

For customer service under this limited warranty, give notice to L&P by mail, phone, email or online to the addresses set out below:

Leggett & Platt, Incorporated PO Box 668 Lexington, North Carolina 27293

Toll free phone: 1.800.888.3078 Online: Ipadjustablebases.com Email: accustomerservice@leggett.com



# Climate control

To realize the full benefits of this warranty, it is recommended that the product be registered by completing the enclosed Warranty Registration Card. The product can also be registered online at www.gentherm.com/ccss.

### 10 YEAR LIMITED WARRANTY

Gentherm hereby gives the warranty set forth below to the original consumer purchaser (the "Purchaser") of this Climate Control Sleep System ("Unit"). This warranty begins on the "Warranty Commencement Date", which is either (A) the date of purchase for new, unused units from Gentherm or (B) the date of manufacture of units that have been used by Gentherm as floor or display models. If original proof of purchase is not provided by the Purchaser, Gentherm reserves the right to determine if the unit is covered by this warranty by any means it deems appropriate or to use the Unit manufacturing date as the Warranty Commencement Date. This warranty covers a 10-year period from the Warranty Commencement Date; however, this warranty provides different coverage over such 10-year period as described below and the Purchaser's remedies are limited to those set forth below each warranty coverage period.

### **FULL ONE YEAR WARRANTY**

Gentherm warrants the Unit against defects in workmanship or materials for a period of one (1) year from the Warranty Commencement Date (the "Full Warranty Period"). Upon written notice of defect received by Gentherm from the Purchaser during the Full Warranty Period, Gentherm will, at Gentherm's sole expense, (A) with respect to any defective part(s) that Gentherm determines can be replaced without professional repair or installation, upon return of the defective part(s) from the Purchaser to Gentherm at Gentherm's expense and in accordance with Gentherm's written instructions, deliver replacement part(s) to the Purchaser and (B) with respect to any defective part(s) that Gentherm determines must be repaired or replaced by a professional, deliver any required replacement part(s) to a Gentherm authorized repair center and pay for the labor associated with such repair or replacement.

## ADDITIONAL ONE YEAR LIMITED WARRANTY (YEAR 2)

Gentherm further warrants the Unit against defects in workmanship or materials for the period beginning on the first day following the one year anniversary of the Warranty Commencement Date and continuing until the second anniversary of the Warranty Commencement Date (the "One Year Limited Warranty Period"). Upon written notice of defect received by Gentherm from the Purchaser during the One Year Limited Warranty Period, Gentherm will, upon return of the defective part(s) from the Purchaser to Gentherm in accordance with Gentherm's written instructions, deliver replacement part(s) to the Purchaser, provided, however, that the Purchaser shall be responsible for all shipping costs associated with return of the defective part(s) and delivery of the replacement part(s) and Gentherm shall not be responsible for any installation costs or other labor expense associated with any required repair or replacement.

# **ADDITIONAL 8-YEAR LIMITED WARRANTY** (YEARS 3-10)

Gentherm further warrants the Unit against defects in workmanship or materials (excluding electronics, electrical components, fan motors or wiring) for the period beginning on the first day following the second year anniversary of the Warranty Commencement Date and continuing until the tenth anniversary of the Warranty Commencement Date (the "Eight Year Limited Warranty Period"). Upon written notice of covered defect received by Gentherm from the Purchaser during the Eight Year Limited Warranty Period, Gentherm will offer replacement part(s) to the Purchaser upon the following terms and conditions: Purchaser would be required to pay 1/7th of the then current replacement cost of the defective part(s) multiplied by the number of fully completed years (as of the date Gentherm received written notice of such defect) that have lapsed after the second anniversary of the Warranty Commencement Date and Gentherm would be responsible for the remainder of the replacement cost.

Gentherm's obligation with respect to replacement cost would be subject to return of the defective part(s) from the Purchaser to Gentherm in accordance with Gentherm's written instructions and the Purchaser shall be responsible for all shipping costs associated with return of the defective part(s) and delivery of the replacement part(s) and Gentherm shall not be responsible for any installation costs or other labor expense associated with any required repair or replacement.

### ADDITIONAL TERMS AND CONDITIONS

This warranty does not apply: (a) to any damage caused by the Purchaser; (b) if there has been any unauthorized repair or replacement of the Unit or any of its parts; (c) if the unit has been mishandled (whether in transit or by other means), subjected to physical or electrical abuse or misuse, or otherwise operated in any way inconsistent with the operation and maintenance procedures outlined in the Climate Control Sleep System User Guide, this warranty, and any other applicable document published or approved by Gentherm; or (d) abnormal use of the Unit (i.e., any use other than for a mattress); or (e) normal wear and tear. Repairs to or replacement of the Climate Control Sleep System or its components under the terms of this limited warranty will apply to the original warranty period and will not serve to extend such period. The decision to repair or to replace defective parts under this warranty shall be made, or case to be made, by Gentherm at its option and in its sole discretion.

This product is covered by one or more U.S. patents or patent applications, including:

U.S. Pat. No. 7,877,827

U.S. Pat. No. 7,963,594

U.S. Pat. No. 7,996,936 U.S. Pat. No. 8,065,763

U.S. Pat. No. 8,143,554

U.S. Pat. No. 8,181,290